

## MAINTENANCE BOND

Know all persons by these presents, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Marion County, Indiana. The Metropolitan Development Commission of Marion County, Indiana and \_\_\_\_\_, jointly and severally, in the sum of \$ \_\_\_\_\_ in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

The terms and conditions of the above obligation are such that:

Whereas \_\_\_\_\_ has installed, completed and met all improvements, installations and requirements applicable to the subdivision known as \_\_\_\_\_ and docketed before the Metropolitan Development Commission under Docket No. \_\_\_\_\_, but said improvements and installations have not yet been accepted for public maintenance:

Now, therefore, \_\_\_\_\_ warrants the workmanship and all materials used in the construction, installation and completion of said improvements and installations to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the subdivision control ordinance applicable to said plat, being a part of Revised Code of Consolidated City and County (Indianapolis-Marion County), Chapter 731-300, et. Seq., as amended, and in accordance with the satisfactory plans and specifications therefore submitted by the applicant pursuant thereto, which ordinance and plans and specifications are incorporated herein by reference and made a part hereof, and if \_\_\_\_\_ at his own expense for a period of three (3) years after said improvements and installations are accepted for

public maintenance by \_\_\_\_\_ , shall make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said \_\_\_\_\_ , or occasioned by inadequacy of the standards, specifications and requirements of said ordinance. Then this obligation to be null and void, otherwise to be and remain in full force and effect. I affirm that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, we have executed and seal this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

Principal

Surety

STATE OF INDIANA       )  
                                      )  
COUNTY OF MARION    )       SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ OWNERS, who acknowledged the execution of the foregoing Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Maxine Russell  
Office of Corporation Counsel

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Project Manager,  
Department of Metropolitan Development

\_\_\_\_\_  
Maury Plambeck, AICP, Director by  
Donna L. Price,  
Department of Metropolitan Development

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF MARION     )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name

This instrument was prepared by the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

Nkear/wpdata/Word/Legal Document/Maintenance Bond; 10/30/06